

# **EXHIBIT J**

**EXHIBIT B**

**FORM OF COMPLIANCE CERTIFICATE**

August 8 2022

Pursuant to Section 11(u) of that certain Fourth Amended and Restated Multi-Draw Term Note, dated as of November 30, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note"; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Note), executed by Aralpa Holdings Limited Partnership ("Borrower"), in favor of Citibank, N.A. ("Lender"), the undersigned hereby delivers this compliance certificate (this "Certificate") and certifies to Lender, on behalf of itself and, as applicable, on behalf of the Guarantor, as follows:

1. An Default or Event of Default has occurred and is continuing under the Note or the other Credit Documents.
2. The representations and warranties of such undersigned contained in the Note and the other Credit Documents are true and correct in all respects as of the date hereof, as if made on the date hereof.
3. Set forth in reasonable detail on Schedule I are computations evidencing compliance with the financial covenant contained in Section 11(p) of the Note and Section 9(s) of the Guaranty for the calendar period ended March 31, 2022. The calculations attached hereto were true, accurate, correct and complete as of such date.
  - a. The aggregate market value of the Unencumbered Liquid Assets of Borrower and Guarantor, on an aggregate basis, for the calendar period ended June 30, 20[22], was [42]% of all indebtedness of Borrower and Guarantor under the Note and the other Credit Documents, plus all indebtedness under loans not collateralized by (i) marketable securities or (ii) residential mortgages, calculated as set forth on Schedule I attached hereto

**Borrower**

**Aralpa Holdings Limited Partnership**

By: Yucón Mining LLC  
Its: General Partner

By:   
Name: Jose Luis Llamas  
Title: Director

[ANNEX A]<sup>1</sup>

Reports and Statements

[as attached]

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<sup>1</sup> Only include for delivery of Compliance Certificate at the end of a semi-annual period.

**[ANNEX [A/B]]<sup>2</sup>**

**Borrower Financial Statements**

**[as attached]**

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<sup>2</sup> Only include for delivery of Compliance Certificate at the end of a calendar year.

[SCHEDULE I]<sup>3</sup>

Unencumbered Liquid Assets

[as attached]

[ ]<sup>4</sup>

Unencumbered Liquid Assets (Cash)	\$ 14,835,000.00 <sup>4</sup>
indebtedness	\$ 35,000,000.00
	42%

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<sup>3</sup> Only include for delivery of Compliance Certificate at the end of a semi-annual period.

<sup>4</sup> Obligors to provide schedule/calculations.